Exhibit D

50th Anniversary: Mobilizing for Justice

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Supervising Attorneys

September 12, 2013

M&T Bank
Lending Services
P.O. Box 900
Millsboro, DE 19966

Via C.M.R.R.R.

New York Motor Group
60-20 Northern Boulevard
Woodside, NY 11377

Via in-hand delivery, C.M.R.R.R. and fax to (718) 426-4500

Revocation or rejection of acceptance.

Client: Shahadat Tuhin
Vehicle deceptively "sold": 2008 Lexus ES 350
V.I.N.: JTHBJ46G682167625
Putative finance company: M&T Bank

Dear New York Motor Group and M&T Bank:

I write on behalf of my client, Shahadat Tuhin in regards to a number of claims he may have against you. As Mr. Tuhin is now represented by counsel, please direct all communications regarding this matter to my office.

A. REVOCATION OR REJECTION OF ACCEPTANCE.

1. For the reasons stated below, I write to confirm Mr. Tuhin's revocation or rejection of acceptance of the 2008 Lexus ES 350, V.I.N. JTHBJ46G682167625. In addition to being sent via fax and C.M.R.R.R., this letter is being included in an envelope with the keys to the vehicle that has been dropped off on this day to New York Motor Group, 60-20 Northern Boulevard, Woodside, NY 11377. The vehicle has been parked at the dealership parking lot, or as near to the lot as the dealership permitted Mr. Tuhin to enter. The doors to the vehicle are locked. The vehicle is undamaged. The dealership is instructed to place the vehicle in a secure location as the dealership will be solely responsible for any damage to the vehicle from this point forward.

2. Because Mr. Tuhin is canceling the sale, he is entitled to a return of all money paid toward the purchase price, as explained below. I demand the return of all

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funds by a certified check made payable to Mr. Tuhin, and mailed to me within seven days. If the dealership ***and*** M&T Bank confirm in writing that Mr. Tuhin is not liable under the terms of the retail installment contract, then the dealership need only return the moneys paid by Mr. Tuhin—$2,630.00, and the Bank need only return the payments made to date. Otherwise, the dealership shall send a check for both the down payment ($2,630.00), and the amount financed ($26,209.00) plus interest accrued, and Mr. Tuhin will satisfy directly any obligation to the finance company. As the debt is disputed, this is not a cancellation of indebtedness, and no 1099 tax form shall issue.

3. Mr. Tuhin requests that New York Motor Group approve or correct the following statement: Shahadat Tuhin does not owe New York Motor Group any amount for the 2008 Lexus ES 350.

4. If the seller or M&T Bank has filed a financing statement regarding the vehicle, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within seven days to terminate your security interest. I demand a copy of the termination letter to be sent to my office within seven days. Because Mr. Tuhin has rejected or revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within seven days and cooperate in removing the lien, you will be liable for statutory damages under U.C.C. § 9-404(1) plus any loss caused by your failure. Further, as Mr. Tuhin is rightfully revoking acceptance, he is ***not*** in default and this is ***not*** a voluntary repossession. If you report this on Mr. Tuhin's credit report as a default or a voluntary repossession we will consider this an intentional misrepresentation.

B. STATEMENT OF FACTS

5. On or about June 19, 2013, Mr. Tuhin went to New York Motor Group seeking to purchase a 2008 Lexus ES 350 (VIN JTHBJ46G682167625), which was advertised on the seller's website for $14,995. As he has little to no experience in the purchasing of a vehicle he brought a friend with more experience. Mr. Tuhin was told by a sales manager who identified himself as Mohammed and a salesperson who identified himself as Dewan that the car had been in no accidents and that it ran well. He told them that he would not agree to purchase the car until he received a CarFax report. They misinformed him that he must sign a contract before he could obtain financing. As a result, he signed a buyer's order for $13,995.00. The following terms: "Must Finance through NYMG" and "Subject to lenders [*sic*] Approval," were filled in later by the seller, and were not on the contract Mr. Tuhin originally signed. After waiting for three hours, Mr. Tuhin and his friend were informed that the finance manager had left for the day. He was told to return the next day.

6. On or about June 20, 2013, Mr. Tuhin and his friend returned to New York Motor Group seeking to finalize the terms of the financing agreement. After waiting for six hours, he was informed by Mohammed that the finance manager had a family emergency and was not in that day. He was told to return the next day.

7. On or about June 21, 2013, Mr. Tuhin and two of his friends returned to New York Motor Group seeking to finalize the terms of the financing agreement. After waiting for over three hours, he was called into the finance manager's office by Dewan. Dewan repeatedly refused to allow Mr. Tuhin to bring his friends with him into the office. After Mr. Tuhin stated that he would not purchase the car otherwise, the finance manager

allowed one of his friends to accompany him, but only on the condition that the friend give his driver's license to the finance manager. The finance manager told Mr. Tuhin that the car would be financed for 60 months. For the first six months, the payments would be $433.43, at an interest rate of 5.84%. If he made these six payments on time, the monthly payments would drop to $128.32, at an interest rate of 2.17%, for the remaining 54 months. If he missed any of the first six payments, the car price would balloon to $25,000.00. The finance manager informed him that his software did not allow the printing out of these terms and conditions. The finance manager instructed Mr. Tuhin to sign a blank retail installment contract. He refused to sign the blank contract and reiterated that he did not agree to purchase the car until he reviewed the CarFax report, received a written warranty that the vehicle was in good condition, and test drove the vehicle. The finance manager then informed Mr. Tuhin that the dealership was closing for the day and that he would have to return the next day to sign the paperwork. He was permitted to test drive the car, but only for five minutes and only in the vicinity of the dealership.

8. On or about June 22, 2013, Mr. Tuhin and his friend returned to New York Motor Group seeking to finalize the terms of the financing agreement. After waiting for four hours, his friend left. Mr. Tuhin then met with the finance manager. He received the CarFax report, which indicated that, contrary to the seller's representations, the car had been involved in three accidents. He also observed that the car had new body damage since he had seen it on June 19, 2013. Mr. Tuhin refused to purchase the vehicle. However, the finance manager told Mr. Tuhin that if he did not sign the agreement, he would be liable for 35% of the price of the vehicle. This was untrue. The finance manager then said that he would reduce the price of the vehicle to $12,000. Intimidated and afraid, Mr. Tuhin felt he had no choice but to sign. He was shown a buyer's order for $22,795.87. He questioned this amount as much larger than the offered price. The finance manager informed him that the higher price only reflected the amount he would have to pay if he missed one of the first six payments. Mr. Tuhin refused to sign this buyer's order. He asked that the agreed-upon purchase price of $12,000 be clearly reflected and that the insurance costs be enumerated separately. He then signed a buyer's order for $12,000. He asked for a copy and was told that he would be given one when he left. He then signed a series of documents. The finance manager rushed Mr. Tuhin through the signing of the documents, folding over and covering the pages in order to physically block his view of them. The finance manager also prevented Mr. Tuhin from taking possession of and reading the documents in their entirety before signing. In fact, when Mr. Tuhin tried to pick up one of the documents, a salesperson grabbed it and said "don't touch." Finally, the dealer refused to provide him copies of all documents.

9. The dealership intentionally dragged out the sales process to wear Mr. Tuhin down so he would sign whatever they put in front of him. In addition, the dealership isolated Mr. Tuhin and prevented him from seeking the advice of his friend by causing them to wait for unreasonable and unnecessary lengths of time, and by requiring this friend to give them his driver's license in order to participate in the June 21st negotiations. The dealership represented that all of the transactions were being recorded; it would be interesting to see if the dealer produces all of the recordings.

10. When Mr. Tuhin returned home, he learned for the first time that, despite the express representations of the salesmen, he had unknowingly signed the buyer's order for $22,795.87, incorrectly dated June 21, 2013. This is an increase of $10,795.87, or 90.0%, from the agreed-upon price of $12,000.00. The dealership obtained Mr. Tuhin's signature via fraud and misrepresentation of the actual sales price of the vehicle. Furthermore, Mr. Tuhin was not given, as promised, a copy of the signed buyer's order for $12,000.

11. On or about June 24, 2013, Mr. Tuhin returned to New York Motor Group to revoke or reject acceptance given the fraud of the dealer. The sales manager Mohammed agreed that he could return the vehicle. When he, along with several witnesses, brought it that afternoon, several salespeople refused to allow him into the lot. The dealer also stated that among the myriad papers they pressured Mr. Tuhin into signing without reading were divorce papers, and threatened to file for divorce on his behalf if he bothered them again.

12. Based on the information from Mr. Tuhin, it is our position that there is no enforceable contract between him and the dealership or assignee finance company. Mr. Tuhin's signature on the retail installment sales contract was procured by fraud. The down payment was procured by fraud. Mr. Tuhin has returned the vehicle to the dealership. Should the finance company pay or refuse to demand a return of its money from the dealership it is doing so entirely at its own risk.

13. In the alternative, even assuming that there is an enforceable contract, the dealership has breached several of the express and implied terms.

14. The vehicle is unsafe to drive. It violently shakes when driven. On July 12, 2013, Mr. Tuhin brought the car to the dealership for servicing. When he picked up the car, the dealership had replaced the car's four new tires with old, worn tires. The car still makes a loud vibration noise that gets increasingly worse as it is driven.

15. The buyer's order for the Lexus makes an express warranty that "this certification is a guarantee that the car is in safe condition at the time of sale." The dealership has breached this express warranty. The breach of both the express warranty and the implied warranty of merchantability are claims that can be brought through the federal Magnuson Moss Warranty Act.

16. Mr. Tuhin has attempted on many occasions to resolve this issue with the dealership without the necessity of retaining an attorney, but the dealership has simply refused, and even barred him from entering the lot on at least one occasion.

17. Based on the information before me at this time, it is our position that the dealership has materially breached any contract that may have been formed between Mr. Tuhin and the dealership or assignee finance company, M&T Bank. Any such contract is, therefore, unenforceable. Mr. Tuhin has now returned the Lexus to the dealership. Should M&T Bank fund the putative loan for the Lexus or refuse to demand a return of its money from the dealership it is doing so entirely at its own risk.

18. Furthermore, even assuming that there is an enforceable contract, the dealership obtained the signature on the retail installment sales contract by violating the Truth in Lending Act ("TILA"). TILA requires the dealer to provide the consumer unfettered

possession of the retail installment sales contract prior to the consumer becoming obligated. See Official Staff Commentary to Regulation Z, 12 C.F.R. § 226.17(b)-3. Here, however, the dealership did not provide Mr. Tuhin unfettered possession of the TILA disclosures listed on the retail installment sales contract prior to having him sign the agreement. Instead, the dealer rushed him through the signing of the documents, folding over and covering the pages in order to physically block him from viewing the TILA disclosures, which is prohibited by law. For this reason, the dealer is liable for mandatory attorney's fees, mandatory statutory damages of twice the finance charge, and actual damages. 15 U.S.C. § 1640(a).

19. The purported retail installment contract contains several false statements of fact that violate TILA. The dealership lists a down payment in the retail installment contract of just $2,000, when in fact the down payment was $2,630. On June 22, 2013, the dealership told Mr. Tuhin he was required to make an additional cash down payment of whatever quantity he could pay. He gave them the $30 he had in his wallet and then an additional $600 at the direction of the salesperson who drove him to a nearby ATM to withdraw more money.

20. The dealership charged Mr. Tuhin $3,000 on the retail installment contract and the buyer's order for the purchase of a warranty service contract. However, in early July 2013, Mr. Tuhin called Lexus and was told that the dealership in fact never submitted an application (much less a payment) for the service contract.

21. The retail installment contract lists $90 for the purchase of VSI insurance, but there is no evidence that VSI insurance was ever actually purchased.

22. As the numbers on the retail installment contract are false – for example, for not crediting all payments and listing a phantom, extended warranty agreement – Defendants violated the Truth in Lending Act. A violation of TILA would make the dealership and the purported assignee liable for actual damages, statutory damages, and mandatory attorney's fees.

23. The dealership's misrepresentation as to the purchase price, misrepresentation as to the full down payment, and the phantom extended warranty and VSI policy all make the TILA disclosures incorrect, and thus violate TILA. A violation of TILA would make the dealership and the purported assignee liable for actual damages, statutory damages, and mandatory attorney's fees.

24. The sales price of the vehicle is also illegally inflated. The price on the dealer's website that lured Mr. Tuhin to the dealership clearly states the price of the vehicle is $14,995. A copy of the dealer's webpage dated June 23, 2013 is attached. However, the dealership inflated the sales price of the Lexus on the buyer's order and retail installment contract to $22,795.87, an increase of $7,800.87 from the advertised price and $10,795.87 from the agreed upon price. Sales tax was then charged on the inflated amount.

25. The dealership misrepresented the interest rate on the retail installment contract. The dealership told Mr. Tuhin that, after making six timely payments, the interest rate would drop to 2.17% and he would be allowed to pay $128.32 per month for the remaining 54

months. The retail installment contract, however, contains an interest rate of 5.84% that remains steady for 72 months.

26. Based on the above, it is our position that any contract that may have been formed between Mr. Tuhin and the dealership or assignee finance company, M&T Bank, violates TILA and is, therefore, unenforceable. Mr. Tuhin has now returned the Lexus to the dealership. Should M&T Bank fund the putative loan for the Lexus or refuse to demand a return of its money from the dealership it is doing so entirely at its own risk.

27. The above list of misrepresentations by the dealership are only by example, and not limitation.

C. LIABILITY OF M&T BANK

28. M&T Bank is apparently assignee finance company on the retail installment contract, which states:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.

29. In accepting the assignment of the retail installment contract, M&T Bank knowingly and willingly accepted the liability of any claims and defenses Mr. Tuhin could assert against the dealership. Therefore, all claims Mr. Tuhin may bring against the dealership may also be brought against M&T Bank.

30. Because of the holder in due course language cited above, Mr. Tuhin disputes owing any amount to M&T Bank regarding this vehicle. Mr. Tuhin requests that M&T Bank approve or correct the following statement: Shahadat Tuhin does not owe M&T Bank any amount for the 2008 Lexus ES 350.

31. Because Mr. Tuhin is canceling the sale, he is entitled to a return of all money already paid to M&T Bank toward this vehicle, which totals at least $866.86. I make demand for the return of all funds in a certified check made payable to Mr. Tuhin. Payment must be received in my office within seven days.

D. DEMAND FOR DOCUMENTS

32. In addition to the return of all moneys paid by Mr. Tuhin, I demand copies of all documents that the dealership and the assignee finance company, M&T Bank, contend Mr. Tuhin signed or reflect any purported agreement between Mr. Tuhin and the dealership or finance company. Said documents are to be produced to my office within seven days.

33. Demand is made for you to immediately preserve all documents, including the recordings the dealership claims were being made of all of the transactions. Demand is made for production of those recordings within seven days.

34. In order to facilitate a pre-suit resolution of this matter, I request that New York Motor Group provide my office a copy of the complete "deal file" of this matter within 3 days, including the credit application and the front and back of the retail installment contract and any bailment agreement. I also request that New York Motor Group provide

an accounting of any unpaid obligations it contends Mr. Tuhin owes regarding the 2008 Lexus ES 350.

35. Likewise, I request that M&T Bank provide me all documents regarding or relating to this transaction, including the front and back of the retail installment contract, the credit application, the approval or stipulation for the funding of the vehicle, the documentation as to the funding of the transaction, and any other document sent to or received from the dealership. I also request that M&T Bank provide an accounting of any unpaid obligations it contends Mr. Tuhin owes regarding the 2008 Lexus ES 350.

E. CONCLUSION

36. In the event that New York Motor Group has insurance coverage or a bond that may cover all or any part of the claim made in this letter, I request that the dealership notify its insurance carrier or bonding company immediately.

37. If my office does not receive the requested documents and return of money within the time allotted I will assume that you are refusing to comply with Mr. Tuhin's rejection/revocation of acceptance, and I will proceed accordingly to pursue Mr. Tuhin's full measure of legal remedies. A copy of this letter is also being sent to the various governmental agencies that regulate your business.

If you have any questions or would like to discuss the resolution of this matter, please feel free to contact me at the above address, phone number and email address. If this matter is not resolved to the satisfaction of Mr. Tuhin, I will consider filing a lawsuit in federal district court.

Sincerely,

Ariana Lindermayer

Staff Attorney

Enclosure (as stated)

cc: Shahadat Tuhin
New York City Department of Consumer Affairs
New York State Attorney General
New York State Department of Motor Vehicles

New York Motor Group

HOME INVENTORY FINANCE ABOUT US

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Woodside, NY 11377 | Driving directions

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ADVANCED SEARCH Sort By:

MAKE
Lexus (1)

MODEL
ES 350 (1)

BODYTYPE
4dr Car (1)

PRICE
$15,000 - $20,000 (1)

YEAR
2008 (1)

COLOR
Red (1)

CYLINDERS
6 (1)

TRANSMISSION
Automatic (1)

Used Lexus ES 350 Woodside, NY | New York Motor Group LLC | (718) 426-3500

24 Photos VIDEO

2008 Lexus ES 350 4dr Sdn

3.5 V6 Cylinder Engine, Automatic
Exterior Color: Royal Ruby Metallic
Interior: Cashmere Leather

VIN: JTHBJ46G682167625
Body Type: 4dr Car
STOCK#: 7625
Mileage: 62,531

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P. 1

* * * COMMUNICATION RESULT REPORT (SEP. 13. 2013 10:38AM) * * *

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Barbara Graves-Poller
Christopher Schwartz
Supervising Attorneys

FAX TRANSMISSION COVER SHEET

TODAY'S DATE: September 13, 2013

TO: New York Motor Group, General Manager

FROM: Ariana Lindermayer

FAX NO: (718) 426-4500

PHONE: (718) 426-3500

RE: Revocation or rejection of acceptance by Shahadat Tuhin

NO. OF PAGES: 9 total

COMMENTS: Please see attached.

Attention: This fax is intended only for the use of the Addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this fax in error, please notify us immediately.

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Street, Apt. No.; or PO Box No. 60-20 Northern Blvd
City, State, ZIP+4 Woodside NY 11377

PS Form 3800, August 2006 See Reverse for Instructions

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NY Motor Group
60-20 Northern Blvd
Woodside, NY 11377

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SEP 18

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 0600 0002 0058 8763

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